

1 Don Springmeyer, Esq.
Nevada State Bar No. 1021
2 Justin C. Jones, Esq.
Nevada State Bar No. 8519
3 Bradley Schrager, Esq.
Nevada State Bar No. 10217
4 **WOLF, RIFKIN, SHAPIRO,**
SCHULMAN & RABKIN, LLP
5 3556 E. Russell Road, 2nd Floor
Las Vegas, Nevada 89120-2234
6 Telephone: (702) 341-5200/Fax: (702) 341-5300
Email: dspringmeyer@wrslawyers.com
7 Email: jjones@wrslawyers.com
Email: bschrager@wrslawyers.com
8 *Attorneys for Plaintiffs (additional counsel*
listed in signature block)
9

10 **UNITED STATES DISTRICT COURT**

11 **DISTRICT OF NEVADA**

12 BROOKE CARDOZA, *et al.*,

13 Plaintiffs,

14 vs.

15 BLOOMIN' BRANDS, INC., *et al.*,

16 Defendants.

CASE NO.: 2:13-cv-01820-JAD-NJK

**EXPEDITED STIPULATION AND
ORDER TO MODIFY
NOTICE OF COLLECTIVE ACTION
FORMS, EXTEND NOTICE PERIOD AND
TOLL STATUTE OF LIMITATIONS FOR
CERTAIN ADDITIONAL POTENTIAL
CLASS MEMBERS**

17
18 **STIPULATION**

19 On April 10, 2015, Defendants notified Plaintiffs that they had identified an additional 4,131
20 current or former Outback Steakhouse employees (the "Additional Potential Class Members"),
21 representing less than 3 % of potential class members, whose names and last known address were
22 inadvertently not previously provided to Plaintiffs with the prior list of 135,338 current and former
23 employee that Defendants produced in accordance with this Court's Orders dated Oct. 24, 2014 (ECF
24 No. 151) and Feb. 5, 2015 (ECF No. 192). Defendants at the same time provided Plaintiffs with an
25 Excel spreadsheet containing the names and last known addresses of the Additional Potential Class
26 Members. Counsel for Plaintiffs and Defendants (collectively, the "parties") have met and conferred
27 on this issue and, pursuant to LR 7-1, the parties hereby jointly stipulate to the following, subject to
28 Court approval:

- 1 1) The deadline for the Additional Potential Class Members to complete and return a
2 “Consent to Join Lawsuit” (“Consent”) form shall be extended to **July 20, 2015**.
- 3 2) The “Notice of Your Right to Join Lawsuit Seeking Unpaid Wages” (“Notice”) and
4 Consent to be mailed to the Additional Potential Class Members shall be modified to
5 identify July 20, 2015 as the deadline for Additional Potential Class Members to
6 complete and return a Consent form. Copies of the proposed English-language Notice
7 and Consent forms to be sent to the Additional Potential Class Members are attached
8 hereto respectively as **Exhibits “A” and “B.”** **Copies of the** proposed Spanish-
9 language Notice and Consent forms to be sent to the Additional Potential Class
10 Members upon request are attached hereto respectively as **Exhibits “C” and “D.”**
- 11 3) The statute of limitations for any Fair Labor Standards Act claims pursued by the
12 Additional Potential Class Members shall be tolled for sixty (60) days beyond the
13 applicable statute of limitations for such claims.
- 14 4) Defendants shall pay to KCC Class Action Services, LLC the additional incremental
15 cost of sending the Notice to the Additional Potential Class Members in the sum of
16 Three-Thousand Six-Hundred and Twenty-One and No/100 Dollars (\$3,621.00).
- 17 5) The stipulated provisions contained herein, and any Court Order concerning this
18 Stipulation, apply only to the 4,131 Additional Potential Class Members included in the
19 Excel spreadsheet provided by Defendants to Plaintiffs on April 10, 2015, and not to
20 any of the 135,338 current or former Outback Steakhouse employees whose names
21 were previously provided by Defendants to Plaintiffs in accordance with the Court’s
22 Orders dated Oct. 24, 2014 (ECF No. 151) and Feb. 5, 2015 (ECF No. 192).

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 The parties request expedited treatment of this stipulation and proposed order so that
2 dissemination of notice to the Additional Potential Class Members can proceed expeditiously.

3 IT IS SO STIPULATED.

4 Dated: April 14, 2015

WOLF, RIFKIN, SHAPIRO,
SCHULMAN & RABKIN, LLP

5
6 By: /s/ Justin C. Jones

Don Springmeyer, Esq.
Justin C. Jones, Esq.
Bradley Schrager, Esq.
3556 E. Russell Road, Second Floor
Las Vegas, Nevada 89120

9 JOHNSON BECKER, PLLC
Timothy J. Becker, Esq. (admitted pro hac)
Jacob Rusch, Esq. (admitted pro hac)
33 South Sixth Street, Suite 4530
Minneapolis, Minnesota 55402

12 SOMMERS SCHWARTZ, P.C.
Jason J. Thompson, Esq. (admitted pro hac)
Jesse Young, Esq. (admitted pro hac)
2000 Town Center, Suite 900
Southfield, Michigan 48075

15 *Attorneys for Plaintiffs*

17 Dated: April 14, 2015

GIBSON, DUNN & CRUTCHER LLP

18 By: /s/ Jesse A. Cripps

Theodore J. Boutrous, Jr., Esq.
Catherine A. Conway, Esq.
Jesse A. Cripps, Esq.
333 South Grand Avenue
Los Angeles, CA 90071-3197

22 *Attorneys for Defendants Bloomin' Brands,*
Inc.; OSI Restaurant Partners, LLC; Outback
Steakhouse of Florida, LLC; OS Restaurant
Services, LLC

25 **ORDER**

26 IT IS SO ORDERED.

27 Dated: April 14, 2015

28 
UNITED STATES DISTRICT COURT JUDGE

EXHIBIT “A”

EXHIBIT “A”

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

BROOKE CARDOZA, *et al.*,

Plaintiffs,

vs.

BLOOMIN' BRANDS, INC., a Delaware Corporation; OSI RESTAURANT PARTNERS, LLC, a Florida Limited Liability Company; OUTBACK STEAKHOUSE OF FLORIDA, LLC, a Florida Limited Liability Company; OS RESTAURANT SERVICES, LLC, a Florida Limited Liability Company; and DOES 5 through 100, Inclusive,

Defendants.

CASE NO.: 2:13-cv-01820-JAD-NJK

NOTICE OF YOUR RIGHT TO JOIN LAWSUIT SEEKING UNPAID WAGES

Si necesita recibir este Aviso en español, favor llame al 1-877-595-0438 (this number for Spanish speakers only)

To: All current and former hourly employees of Bloomin' Brands, Inc.; OSI Restaurant Partners, LLC; Outback Steakhouse of Florida, LLC; and OS Restaurant Services, LLC who are or were employed at an Outback Steakhouse restaurant within the past three years.

Note: This notice is not an expression of any opinion by the court about the merits of any claims asserted by the Plaintiffs or defenses asserted by the Defendants as this is ongoing litigation in which those issues have not yet been decided.

1. INTRODUCTION

The purpose of this notice is to inform you of the existence of a collective-action lawsuit against Bloomin' Brands, Inc.; OSI Restaurant Partners, LLC; Outback Steakhouse of Florida, LLC; and OS Restaurant Services, LLC (the "Outback Defendants") in which you may be able to make a claim for damages under the federal Fair Labor Standards Act ("FLSA"), to advise you of how your rights may be affected by this lawsuit, and to instruct you on the procedure for participating in this lawsuit.

2. WHAT THE LAWSUIT IS ABOUT

Plaintiffs, Brooke Cardoza (Nevada), Cody C. Hancock (Nevada), Michael Yendes (Nevada), Jeffery Brown (Illinois), Kevin Connelley (Kansas), Trevor Tullis (Kansas), Denise Goodlin (Maryland), Joseph Verrengia (New York), Amy Womack (New York), Valerie Gardner (North Carolina), Alex Nesbitt (Ohio), Daniel Geiger (Florida), Rachel Talasko (Florida), and Wesley Miles (Virginia) (collectively, "Plaintiffs"), on behalf of themselves and others similarly situated, filed a lawsuit in the U.S. District Court for the District of Nevada against the Outback Defendants on October 4, 2013.

Plaintiffs are current and former hourly employees of Outback Defendants, who allege they were required to perform work off-the-clock and, therefore, were not paid minimum and/or overtime wages during all or part of their employment.

Plaintiffs allege they were made to arrive and work prior to the beginning of their work shift, but not allowed to clock in upon arrival; made to work after the end of their work shift and after clocking out; completed mandatory training sessions online without being paid for this time; worked promotional events and attended company or restaurant meetings without pay; and have not been paid premium overtime wages for working more than 40 hours in a given week.

Plaintiffs filed the lawsuit individually and on behalf of all other similarly-situated persons claiming that Outback Defendants violated their rights under the FLSA. The lawsuit seeks back pay plus liquidated damages equal to the amount of unpaid minimum and/or overtime wages owed under the FLSA. The lawsuit also asks that Outback Defendants be required to pay Plaintiffs' costs and attorneys' fees.

Outback Defendants deny that they violated the FLSA and claim that hourly employees of Outback Steakhouse restaurants were paid properly under the FLSA's minimum-wage and overtime provisions and other applicable laws.

3. ELIGIBILITY TO PARTICIPATE IN THE LAWSUIT

This notice is distributed to:

All current and former hourly employees of Bloomin' Brands, Inc.; OSI Restaurant Partners, LLC; Outback Steakhouse of Florida, LLC; and OS Restaurant Services, LLC who are or were employed at an Outback Steakhouse restaurant within the past three years.

If you meet this description and you believe that Outback Defendants have failed to compensate you for off-the-clock labor, training sessions, or company meetings and promotional events, and/or failed to compensate you properly for time worked above 40 hours in a week, you may have the right to make an FLSA claim against Outback Defendants in this lawsuit to recover unpaid wages, liquidated damages, costs, and attorneys' fees. It is entirely your own decision whether to join this lawsuit.

4. EFFECT OF JOINING THIS CASE

If you choose to join in this case, you will become a Plaintiff in this lawsuit and you will be bound by any judgment, whether it is favorable or unfavorable. This means that if you win, you may be eligible to share in the monetary award; if you lose, no money will be awarded and you will not be able to file another lawsuit regarding the matters raised in this lawsuit.

If you sign and return the enclosed Consent to Join Lawsuit form and are joined in the case, you are agreeing to designate Plaintiffs as your agents to make decisions on your behalf concerning the litigation, the method and manner of conducting this litigation, the entering of an agreement with Plaintiffs' Counsel concerning attorneys' fees and costs, and all other matters pertaining to this lawsuit. These decisions made and entered into by the Representative Plaintiffs will be binding on you if you join this lawsuit.

While this lawsuit is proceeding, you may be required to respond under oath to written questions, have your deposition taken, produce documents, and/or testify in court at a trial or hearing in the United States Federal Courthouse in Las Vegas, Nevada.

5. NO LEGAL EFFECT FOR NOT JOINING THIS LAWSUIT

If you do not wish to be part of this lawsuit, you do not need to do anything. If you do not join the lawsuit, you will not be part of the case in any way and you will not be bound by or affected by the result (whether favorable or unfavorable); in other words, if you do not file a Consent to Join Lawsuit form, you will not receive any unpaid minimum wage and/or overtime wages or other relief granted under this lawsuit if Plaintiffs prevail on their FLSA claims.

Your decision not to join this case will not affect your right to bring a similar case on your own. If you intend to bring your own action, you should be aware that the statute of limitations is running on your claims, which means you may be losing claims each week that you wait to bring them.

6. YOUR LEGAL REPRESENTATION IF YOU JOIN THIS LAWSUIT

The attorneys for Plaintiffs and the proposed opt-in class of current and former Outback Defendants employees are the law firms of Wolf Rifkin Shapiro Schulman & Rabkin, LLP; Johnson Becker, PLLC; and Sommers Schwartz, PC (collectively, "Plaintiffs' Counsel") with the following contact information:

Wolf Rifkin Shapiro
Schulman & Rabkin, LLP
3556 East Russell Road, 2nd Floor
Las Vegas, Nevada 89120
Phone: 1-866-738-5811
Email: outbacklawsuit@wrslawyers.com
<http://www.wrslawyers.com/>

Johnson Becker, PLLC
33 South Sixth Street
Suite 4530
Minneapolis, Minnesota 55402
<http://www.johnsonbecker.com/>

Sommers Schwartz, PC
2000 Town Center
Suite 900
Southfield, Michigan 48075
<http://www.sommerspc.com/>

By choosing to join this lawsuit, you agree that Plaintiffs' Counsel will be representing you unless you obtain other attorneys. You will not be required to pay any attorneys' fees or court costs to Plaintiffs' Counsel at this time; rather, Plaintiffs' Counsel are handling this matter on a contingency-fee basis and under contingency-fee agreements in which Plaintiffs have agreed to pay Plaintiffs' Counsel 33 1/3% of all sums recovered by settlement, arbitration award, or trial, and 40% of all sums recovered through post-trial, post-trial motions and appeals. These amounts will be calculated based on the total recovery and before deduction of any payments for costs, which would be deducted pro rata from any individual share of recovery. In the event the Plaintiffs prevail in this lawsuit by judgment, or if a settlement is reached, Plaintiffs' Counsel will be requesting that the court order Outback Defendants to pay the Plaintiffs' Attorneys their reasonable attorneys' fees and reimburse them for any expenses. Plaintiffs' attorneys will seek to be compensated by the greater of either a contingency fee of all sums recovered by settlement, award, court-ordered attorney's fees, or judgment, or whatever attorneys fee is awarded by the court or obtained/negotiated through a settlement. Defendants have reserved their right to challenge the award of any fees and costs in this case. The court must approve any fee award to Plaintiffs' Counsel.

7. HOW TO JOIN THIS LAWSUIT

If you wish to join this case, you must do so by completing and signing the enclosed Consent to Join Lawsuit form and returning it in one of the following three ways NO LATER THAN JULY 20, 2015:

- 1) Mailing the form in the enclosed pre-paid, addressed envelope, or directly to the Outback Lawsuit Administrator at P.O. Box 43331, Providence, RI 02940; or
- 2) Faxing it to the Notice Administrator at 1-866-508-1043; or
- 3) E-mailing it to outbacklawsuit@kccllc.com.

You must return the Consent to Join Lawsuit form by the deadline above to preserve any legal right you may have to participate in this lawsuit. Until the Consent to Join Lawsuit form is filed with the court, the statute of limitations ordinarily continues to run on your individual claim for unpaid wages.

If you complete and timely return a Consent to Join Lawsuit form, your continued right to participate in this lawsuit may depend upon a later decision by the court that you and the Plaintiffs are similarly situated. If the court finds that you and the Plaintiffs are not similarly situated, you may re-file your own FLSA lawsuit within the time provided by law.

It is entirely your own decision whether or not to join this lawsuit. Neither your receipt of this notice nor your timely return of a completed Consent to Join Lawsuit form means that you have a valid claim or that you are entitled to any monetary recovery. Any such determination must still be made by the court. Plaintiffs' Counsel makes no guarantees or representations about the outcome of this lawsuit.

8. YOUR IMMIGRATION STATUS DOES NOT MATTER IN THIS CASE

You are entitled to be paid minimum wages for all hours worked and, when applicable, overtime wages under the FLSA even if you are not otherwise legally entitled to work in the United States. Your immigration status does not affect your right to participate in this case.

9. NO RETALIATION IS PERMITTED AGAINST YOU FOR JOINING THIS LAWSUIT

Federal law prohibits Outback Defendants from discharging or in any other manner discriminating against you because you join this lawsuit or in any other way have exercised your rights under the FLSA.

10. TO OBTAIN MORE INFORMATION

Further information about this notice, the deadline for returning a Consent to Join Lawsuit form, and answers to questions concerning this lawsuit may be obtained by writing, telephoning, or e-mailing the Plaintiffs' Counsel at the telephone numbers and addresses above.

**DO NOT CONTACT THE COURT, THE COURT'S CLERK, OR THE JUDGE.
THEY ARE NOT PERMITTED TO ADDRESS YOUR INQUIRIES OR QUESTIONS.**

Dated: _____, 2015

EXHIBIT “B”

EXHIBIT “B ”

Outback Lawsuit Administrator
c/o KCC Class Action Services
P.O. Box 43331
Providence, RI 02940-3331

+

BBZ

«Barcode»

Claim #: BBZ-«ClaimID» «MailRec»

«First1» «Last1»

«CO»

«Addr1» «Addr2»

«City», «ST» «Zip»

«Country»

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

BROOKE CARDOZA *et al.*,

Plaintiffs,

vs.

BLOOMIN' BRANDS, INC.;
OSI RESTAURANT PARTNERS, LLC;
OUTBACK STEAKHOUSE OF FLORIDA, LLC;
OS RESTAURANT SERVICES, LLC; and
DOES 5 through 100, Inclusive,

Defendants.

CASE NO.: 2:13-cv-01820-JAD-NJK

CONSENT TO JOIN LAWSUIT

Having read the notice of my right to join this lawsuit on behalf of all current and former hourly employees of Bloomin' Brands, Inc.; OSI Restaurant Partners, LLC; Outback Steakhouse of Florida, LLC; and OS Restaurant Services, LLC who are or were employed at an Outback Steakhouse restaurant within the past three years ("the Notice"),

1. I understand that this lawsuit asserts claims under the Fair Labor Standards Act, 29 U.S.C. §201 *et seq.*, and concerns the Outback Defendants' alleged failure to pay current and former employees of Outback Steakhouse restaurants minimum wages and overtime wages. The capitalized terms of this consent form have the meanings designated in the Notice.
2. I hereby consent, agree, and opt-in to become a Plaintiff in this lawsuit and be bound by any judgment by the court, whether favorable or unfavorable, and any settlement of this action.
3. I designate Plaintiffs and Plaintiffs' Counsel as my agents to make decisions on my behalf concerning this litigation and agree that, by returning this form, I am consenting to the terms and agreements described in sections 4 and 6 of the Notice.

Signature: _____ Date Signed (mm/dd/yyyy): _____

Print Name: _____ Telephone: _____

Address: _____ Email: _____

**TO OPT-IN TO AND JOIN THIS COLLECTIVE - ACTION LAWSUIT, FILL OUT THIS FORM
AND MAIL, FAX, OR EMAIL IT NO LATER THAN JULY 20, 2015 TO:**

Outback Lawsuit Administrator
P.O. Box 43331
Providence, RI 02940
Fax: 1-866-508-1043
Email: outbacklawsuit@kccllc.com

BBZ«ClaimID»

«ClaimID»

BBZCTB1

+

EXHIBIT “C”

EXHIBIT “C ”

**TRIBUNAL DE DISTRITO DE ESTADOS UNIDOS
DISTRITO DE NEVADA**

BROOKE CARDOZA, *et al.*,

Demandantes,

vs.

BLOOMIN' BRANDS, INC., una corporación de Delaware;
OSI RESTAURANT PARTNERS, LLC, una sociedad de responsabilidad limitada de Florida; OUTBACK STEAKHOUSE OF FLORIDA, LLC, a una sociedad de responsabilidad limitada de Florida; OS RESTAURANT SERVICES, LLC, una sociedad de responsabilidad limitada de Florida; y DESCONOCIDOS 5 al 100, inclusive,

Demandados.

CASO NO.: 2:13-cv-01820-JAD-NJK

**NOTIFICACIÓN DE SU DERECHO A UNIRSE A UNA DEMANDA
CONJUNTA POR SALARIOS IMPAGOS**

A: Todos los ex y actuales empleados por hora de Bloomin' Brands, Inc.; OSI Restaurant Partners, LLC; Outback Steakhouse of Florida, LLC; y OS Restaurant Services, LLC que son o fueron empleados en un restaurant Outback Steakhouse durante los últimos tres años.

Nota: Esta notificación no constituye expresión de opinión por parte del tribunal respecto de los méritos de cualquier reclamo que haya sido presentado por los Demandantes o de las defensas presentadas por los Demandados ya que este litigio está en curso y aún no se ha tomado ninguna decisión con respecto a dichos asuntos.

1. INTRODUCCIÓN

El propósito de esta notificación es informarle la existencia de una demanda conjunta contra Bloomin' Brands, Inc.; OSI Restaurant Partners, LLC; Outback Steakhouse of Florida, LLC; y OS Restaurant Services, LLC (los "Demandados de Outback") en la cual usted podría tener derecho a reclamar por daños y perjuicios bajo la Ley de Normas Laborales Justas ("FLSA", por sus siglas en inglés), informarle sobre la forma en la cual sus derechos podrían verse afectados por esta demanda, y brindarle instrucciones sobre cómo proceder para participar en la misma.

2. DE QUÉ SE TRATA LA DEMANDA

Los Demandantes, Brooke Cardoza (Nevada), Cody C. Hancock (Nevada), Michael Yendes (Nevada), Jeffery Brown (Illinois), Kevin Connelley (Kansas), Trevor Tullis (Kansas), Denise Goodlin (Maryland), Joseph Verrengia (New York), Amy Womack (New York), Valerie Gardner (North Carolina), Alex Nesbitt (Ohio), Daniel Geiger (Florida), Rachel Talasko (Florida) y Wesley Miles (Virginia) (colectivamente, los "Demandantes"), en su propia representación y en representación de otros en situación similar, presentaron una demanda judicial en el Tribunal de Distrito de los Estados Unidos correspondiente al Distrito de Nevada contra los Demandados de Outback el 4 de octubre de 2013.

Los Demandantes son ex y actuales empleados por hora de los Demandados de Outback, que alegan haber realizado, según se les solicitó, trabajo extra horario y, por lo tanto, no les pagaron el salario mínimo y/o por tiempo extra durante la totalidad o parte de su empleo.

Los Demandantes alegan que se les hacía trabajar antes del comienzo de su turno, pero no se les permitía fichar la entrada; se les hacía trabajar con posterioridad a la finalización de su turno y después de fichar la salida; realizaban sesiones de entrenamiento obligatorias en línea sin que se les pagara por este tiempo; trabajaron en eventos promocionales y en reuniones de la empresa o el restaurant sin recibir ningún pago; y no se les realizó un pago extraordinario por horas extras por trabajar más de 40 horas en una semana determinada.

Los Demandantes presentaron la demanda individualmente y en representación de todas las personas en situación similar que reclamen que los Demandados de Outback violaron sus derechos según la FLSA. La demanda tiene como objetivo obtener los pagos adeudados más los daños liquidados equivalentes al monto mínimo impago y/o los pagos por horas extras adeudados según la FLSA. La demanda también solicita que los Demandados de Outback abonen a los Demandantes los honorarios de abogados y los costos.

Los Demandados de Outback niegan haber violado la FLSA y dicen que a los empleados por hora de los restaurantes Outback Steakhouse se les pagó adecuadamente según las disposiciones correspondientes a horas extras y sueldos mínimos de la FLSA y otras leyes aplicables.

3. APTITUD PARA PARTICIPAR EN LA DEMANDA

Esta notificación se distribuye a:

Todos los ex y actuales empleados por hora de Bloomin' Brands, Inc.; OSI Restaurant Partners, LLC; Outback Steakhouse de Florida, LLC; y OS Restaurant Services, LLC que son o fueron empleados en un restaurant de Outback Steakhouse durante los últimos tres años.

Si cumple con esta descripción y considera que los Demandados de Outback no cumplieron con las compensaciones por trabajo fuera de horario, sesiones de entrenamiento, o eventos promocionales y reuniones de la empresa, y/o no lo compensaron adecuadamente por el tiempo trabajado excedente de 40 horas semanales, usted podría tener derecho a realizar un reclamo en virtud de la FLSA contra los Demandados de Outback en esta demanda, para poder recuperar salarios, daños liquidados, costos y honorarios de los abogados. Es absolutamente su decisión de unirse a esta demanda.

4. EFFECTOS DE UNIRSE A ESTE CASO

Si opta por unirse a este caso, se convertirá en un Demandante de este juicio y quedará obligado a cumplir con cualquier resolución, ya sea favorable o no. Esto significa que si usted gana, podrá recibir su parte de la recompensa monetaria; si pierde, no recibirá ninguna recompensa y no podrá presentar ninguna otra demanda judicial respecto de los temas cubiertos por esta demanda.

Si usted devuelve el Consentimiento para unirse a la demanda judicial que adjuntamos firmado y se une al caso, usted acepta que los Demandantes sean sus representantes y tomen decisiones en su representación respecto del litigio, el método y la manera en la que es llevado adelante, acepta también estar firmando un acuerdo respecto de los costos y honorarios de los Abogados de los Demandantes, y cualquier otro asunto relativo a la demanda judicial en cuestión. Estas decisiones realizadas y ejecutadas por los Demandantes Representantes serán vinculantes para usted si se une a esta demanda.

Durante el transcurso de este juicio, es posible que se le solicite responder bajo juramento algunas preguntas por escrito, se le tome su declaración, se le requiera presente documentos, y/o testifique ante un tribunal en un juicio o una audiencia en el Palacio de Justicia Federal de los Estados Unidos en Las Vegas, Nevada.

5. NO HAY EFECTO LEGAL POR NO UNIRSE A ESTA DEMANDA

Si no desea ser parte de esta demanda, no es necesario que haga nada. Si no se une, no será parte del caso bajo ningún concepto y no estará vinculado ni afectado por el resultado (sea favorable o no); en otras palabras, si no presenta un formulario de Consentimiento para unirse a la demanda judicial, no recibirá ningún salario mínimo impago y/o salario por horas extras u otras compensaciones impagas que se determinasen en este juicio si los Demandantes ganan sus reclamos en virtud de la FLSA.

Su decisión de no unirse a este caso no afectará su derecho a presentar un caso similar por su cuenta. Si su intención es presentar una causa individual, debe tener presente que existe un plazo de prescripción de sus reclamos, lo cual significa que podría estar perdiendo reclamos por cada semana que espere para presentarlos.

6. SU REPRESENTACIÓN LEGAL SI SE UNE A ESTE CASO

Los abogados por los Demandantes y la propuesta clase con opción de entrar a la demanda de los ex y actuales empleados de los Demandados de Outback son los bufetes de abogados de Wolf Rifkin Shapiro Schulman & Rabkin, LLP; Johnson Becker, PLLC; y Sommers Schwartz, PC (colectivamente, el "Abogados de los Demandantes"), con la siguiente información de contacto:

Wolf Rifkin Shapiro
Schulman & Rabkin, LLP
3556 East Russell Road, 2nd Floor
Las Vegas, Nevada 89120
Phone: 1-866-738-5811
Email: outbacklawsuit@wrslawyers.com
<http://www.wrslawyers.com/>

Johnson Becker, PLLC
33 South Sixth Street
Suite 4530
Minneapolis, Minnesota 55402
<http://www.johnsonbecker.com/>

Sommers Schwartz, PC
2000 Town Center
Suite 900
Southfield, Michigan 48075
<http://www.sommerspc.com/>

Al elegir unirse a esta demanda, usted acepta que los Abogados de los Demandantes lo representen excepto que usted consiga otros abogados. No se le pedirá que pague ningún honorario de abogados o costos del juicio a los Abogados de los Demandantes en este momento; los Abogados de los Demandantes están manejando este tema sobre la base de una tarifa de contingencia y según acuerdos de tarifas de contingencia en los cuales los Demandantes acordaron pagarles a los Abogados de los Demandantes un 33 1/3% de todas las sumas recuperadas mediante el acuerdo judicial,

laudo arbitral, o juicio, y un 40% de todas las sumas recuperadas luego del juicio y a través de mociones y apelaciones posteriores al juicio. Estos montos serán calculados sobre la base de la recuperación total y antes de la deducción de cualquier pago por costos, que serían deducidos proporcionalmente a partir de cualquier monto individual recuperado. En caso de que los Demandantes ganen este juicio, o si se alcanzara un acuerdo judicial, los Abogados de los Demandantes solicitarán que el tribunal les ordene a los Demandados de Outback el pago de los honorarios razonables de los Abogados de los Demandantes o que les reembolsen sus gastos. Los Abogados de los Demandantes solicitarán la compensación mayor entre una tarifa de contingencia y todas las sumas recuperadas por el acuerdo judicial, los laudos arbitrales, honorarios de abogados ordenados por el tribunal, o la sentencia, o cualesquiera sean los honorarios de abogados otorgados por el tribunal u obtenidos/negociados a través del acuerdo judicial. Los Demandados se reservaron el derecho de apelar el otorgamiento de honorarios y costos en este caso. El tribunal debe aprobar cualquier otorgamiento de honorarios a los Abogados de los Demandantes.

7. CÓMO UNIRSE A ESTE JUICIO

Si desea unirse a este caso, debe completar y firmar el Consentimiento para unirse a la demanda judicial que se adjunta y devolverlo de alguna de las siguientes formas. ANTES DE 20 DE JULIO 2015:

- 1) Envío del formulario por correo en el sobre prepago y domiciliado que se adjunta, o directamente al Administrador de la Demanda de Outback: P.O. Box 43331, Providence, RI 02940; o
- 2) Por fax, al Administrador de Notificaciones al 1-866-508-1043; o
- 3) Por correo electrónico a outbacklawsuit@kccllc.com.

Debe devolver el formulario de Consentimiento para unirse a la demanda judicial antes del plazo anterior para preservar los derechos legales que pudiera tener para participar en esta demanda. Hasta que el formulario de Consentimiento para unirse a la demanda judicial no sea presentado ante el tribunal, el plazo de prescripción continúa corriendo ordinariamente respecto de su reclamo individual por salarios impagos.

Si usted completa y devuelve en tiempo y forma el Consentimiento para unirse a la demanda judicial, la continuidad de su derecho para participar en esta causa podría depender de una decisión posterior de parte del tribunal en la cual se establezca que usted y los Demandantes están en una posición similar. Si el tribunal encuentra que usted y los Demandantes no están en una situación similar, usted puede volver a presentar su propia demanda en virtud de la FLSA dentro del plazo previsto por la ley.

Es absolutamente su decisión el unirse o no a esta demanda. Ni su recepción de esta notificación ni su devolución en tiempo y forma de un formulario de Consentimiento para unirse a la demanda judicial significan que usted posea un reclamo válido o que tiene derecho a una compensación monetaria. Cualquier determinación de ese estilo debe ser realizada por el tribunal. Los Abogados de los Demandantes no garantizan ni realizan afirmaciones respecto del resultado de este juicio.

8. SU ESTADO MIGRATORIO NO TIENE IMPORTANCIA EN ESTE CASO

Usted tiene derecho a recibir un salario mínimo por todas las horas trabajadas y, si es aplicable, horas extras según la FLSA incluso si no está legalmente autorizado para trabajar en los Estados Unidos. Su estado migratorio no afecta su derecho a participar en este caso.

9. PROHIBICIÓN DE CASTIGOS POR SUMARSE A ESTA DEMANDA

La ley federal prohíbe que los Demandados de Outback lo despidan o de alguna otra forma lo discriminen por unirse a esta demanda, o en caso de que usted de cualquier otra forma haya ejercido los derechos que le confiere la FLSA.

10. PARA OBTENER MAYOR INFORMACIÓN

Para obtener mayor información sobre esta notificación, el plazo para devolver el formulario de Consentimiento para unirse a la demanda judicial, y las respuestas a las preguntas relacionadas con este juicio puede comunicarse por escrito, por teléfono o por correo electrónico con los números y las direcciones de los Abogados de los Demandantes detallados anteriormente.

**NO SE COMUNIQUE CON EL TRIBUNAL, EL SECRETARIO DEL TRIBUNAL, O EL JUZGADO.
TIENEN PROHIBIDO RESPONDER A SUS CONSULTAS O PREGUNTAS.**

Fecha: _____, 2015

EXHIBIT “D”

EXHIBIT “D”

Outback Lawsuit Administrator
c/o KCC Class Action Services
P.O. Box 43331
Providence, RI 02940-3331



BBZ

«Barcode»

Claim #: BBZ-«ClaimID» «MailRec»

«First1» «Last1»

«CO»

«Addr1» «Addr2»

«City», «ST» «Zip»

«Country»

**TRIBUNAL DEL DISTRITO DE ESTADOS UNIDOS
DISTRITO DE NEVADA**

BROOKE CARDOZA *et al.*,

Demandantes,

vs.

BLOOMIN' BRANDS, INC.;
OSI RESTAURANT PARTNERS, LLC;
OUTBACK STEAKHOUSE OF FLORIDA, LLC;
OS RESTAURANT SERVICES, LLC; y
DESCONOCIDOS 5 al 100, inclusive,

Demandados.

CASO NO.: 2:13-cv-01820-JAD-NJK

CONSENTIMIENTO PARA UNIRSE A LA DEMANDA

Tras haber leído la notificación sobre mi derecho a unirme a esta demanda en representación de todos los ex y actuales empleados por hora de Bloomin' Brands, Inc.; OSI Restaurant Partners, LLC; Outback Steakhouse of Florida, LLC; y OS Restaurant Services, LLC que son o fueron empleados en algún restaurante Outback Steakhouse durante los últimos tres años ("la Notificación"),

1. Entiendo que esta demanda presenta reclamos bajo la Ley de Normas Laborales Justas, 29 U.S.C. §201 *et seq.*, y trata sobre la supuesta falta de los Demandados Outback de pagarle a los ex y actuales empleados de los restaurantes Outback Steakhouse el salario mínimo y por tiempo extra. Los términos en mayúsculas en este formulario de consentimiento tienen los significados indicados en la Notificación.
2. Por la presente, consiento, acepto, y elijo ser un Demandante en este juicio y ser obligado a los juicios del tribunal, sean a favor o en contra, y a cualquier acuerdo de esta acción.
3. Designo a los Demandantes y los Abogados de los Demandantes como mis representantes para tomar decisiones en mi nombre en respecto de este litigio y acepto que, al devolver este formulario, estoy consintiendo a los términos y acuerdos descritos en las secciones 4 y 6 de la Notificación.

Firma: _____ Fecha de firma (mm/dd/yyyy): _____

Nombre: _____ Teléfono: _____

Domicilio: _____ Correo electrónico: _____

**PARA INGRESAR A ESTA DEMANDA COLECTIVA, COMPLETE ESTE FORMULARIO Y ENVÍELO
POR CORREO, FAX, O CORREO ELECTRÓNICO ANTES DE 20 DE JULIO 2015 A:**

Outback Lawsuit Administrator
P.O. Box 43331
Providence, RI 02940
Fax: 1-866-508-1043
Email: outbacklawsuit@kccllc.com



«ClaimID»

BBZCSB1

